

SOLICITATION, OFFER AND AWARD			1. This Contract Is A Rated Order Under DPAS (15 CFR 700)		Rating DOA6	Page 1 of 34
2. Contract No.		3. Solicitation No. W52P1J-04-R-0186		4. Type of Solicitation Negotiated (RFP)	5. Date Issued 2004JUN17	6. Requisition/Purchase No. SEE SCHEDULE
7. Issued By HQ AFSC AMSFS-CCA-R ROCK ISLAND, IL 61299-6000 BLDG 350 & 390			Code W52P1J	8. Address Offer To (If Other Than Item 7) HQ AFSC CONTRACTING & PARC CENTER ATTN AMSFS-CC ROCK ISLAND, IL 61299-6000		

SOLICITATION

NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in AMSFS-CC BLDG 350 CONTRACTING CTR until 03:00pm (hour) local time 2004JUL20 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. For Information Call:	Name MITZI WAGNER E-mail address: WAGNERM@OSC.ARMY.MIL	Telephone No. (Include Area Code) (NO Collect Calls) (309)782-4657
----------------------------------	---	--

11. Table Of Contents

(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
X	A	Solicitation/Contract Form	1	X	I	Contract Clauses	17
X	B	Supplies or Services and Prices/Costs	3	Part III - List Of Documents, Exhibits, And Other Attachments			
X	C	Description/Specs./Work Statement	6	X	J	List of Attachments	23
X	D	Packaging and Marking	8	Part IV - Representations And Instructions			
X	E	Inspection and Acceptance	9	X	K	Representations, Certifications, and Other Statements of Offerors	24
X	F	Deliveries or Performance	11				
	G	Contract Administration Data		X	L	Instrs., Conds., and Notices to Offerors	30
X	H	Special Contract Requirements	14	X	M	Evaluation Factors for Award	34

OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

15A. Contractor/Offeror/Quoter	Code	Facility		16. Name and Title of Person Authorized to Sign Offer (Type or Print)
15B. Telephone Number (Include Area Code)	15C. Check if Remittance Address is <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer			17. Signature
				18. Offer Date

AWARD (To be completed by Government)

19. Accepted As To Items Numbered	20. Amount	21. Accounting And Appropriation		
22. Authority For Using Other Than Full And Open Competition: <input type="checkbox"/> 10 U.S.C. 2304(c)() <input type="checkbox"/> 41 U.S.C. 253(c)()		23. Submit Invoices To Address Shown In (4 copies unless otherwise specified)		Item
24. Administered By (If other than Item 7)		25. Payment Will Be Made By		
Code		Code		
SCD PAS ADP PT				
26. Name of Contracting Officer (Type or Print)		27. United States Of America _____ (Signature of Contracting Officer)		28. Award Date

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 2 of 34
---------------------------	--	----------------------------

Name of Offeror or Contractor:

SECTION A - SUPPLEMENTAL INFORMATION
This Request for Proposal is a 100% Small Business Set-Aside. Firms not meeting the applicable criteria should refrain from submitting proposals.

*** END OF NARRATIVE A 001 ***

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 LOCAL	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	DEC/2000
***		(End of clause)	

(AM7010)

A-3	52.252-4500 LOCAL	FULL TEXT CLAUSES	SEP/1997
-----	----------------------	-------------------	----------

1. This contract incorporates one or more clauses and provisions by reference, with the same force and effect as if they were set forth in full text. Upon request the Contracting Officer will make their full text available.
2. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been incorporated by reference three astericks are put in its place (***).
3. You can view or obtain a copy of the clauses and provisions on the internet at: www.osc.army.mil/ac/aais/ioc/clauses/index.htm. Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.
4. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

[illegible]

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52PlJ3055A718 Y00000 M 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 155 0150 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				
	<u>PRODUCTION QUANTITY</u> NOUN: WIREBOUND BOX FOR M1 CRIMP PRON: U12D2U87M2 PRON AMD: 01 AMS CD: 41351122019 <u>Packaging and Marking</u> <u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD 001 W52PlJ3055A715 Y00000 M 2 DEL REL CD QUANTITY DAYS AFTER AWARD 001 40 0180 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE (SHIP TO) WILL BE FURNISHED PRIOR TO SCHEDULED DELIVERY DATE FOR ITEM REQUIRED UNDER THIS REQUISITION.				
0001AD	<u>PRODUCTION QUANTITY</u> NOUN: CONTAINER WIREBOUND BOX PRON: U14D0K27M2 PRON AMD: 02 AMS CD: 41500684032 <u>Packaging and Marking</u>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	<u>Inspection and Acceptance</u> INSPECTION: Origin ACCEPTANCE: Origin <u>Deliveries or Performance</u> DOC SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52PlJ4120A710 Y00000 M 2 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001 223 0150 FOB POINT: Origin SHIP TO: <u>PARCEL POST ADDRESS</u> (Y00000) SHIPPING INSTRUCTIONS FOR CONSIGNEE 				

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 6 of 34
---------------------------	---	----------------------------

Name of Offeror or Contractor:

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 LOCAL	DRAWINGS/SPECIFICATIONS	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - 9278402 with revisions in effect as 08/13/03 (except as follows):

1. Drawing 9278402:
US, Product Standard PS-1, which is called out in Note 3 is not active.
Voluntary Product Standard FED PS1 shall be used instead.
2. Dwg 9278402 Add Distribution Statement A. Approved for Public Release; Distribution is Unlimited.
3. The following paragraphs specify Performance Oriented Packaging (POP) Test and Heat Treatment of Wood requirements that shall be included in this contract:

"Performance Oriented Packaging: Prior to shipment, the manufacturer shall make sure the container has been tested by a government approved Performance Oriented Packaging (POP) Test Laboratory for compliance with POP requirements in accordance with Title 49 Code of Federal Regulation. Test will be to a weight at least 10% greater than the actual gross weight to be marked on the tested container. POP marking shall not be applied to the container until verified by the government. The POP test report shall be generated by the Manufacturer/Laboratory in accordance with DI-PACK-81059 (Data Item Description) following the test. The report must be kept on file by the contractor and must also be submitted in accordance with DI-PACK-81059 to the U.S. Army Tank-automotive and Armaments Command - Armament Research, Development and Engineering Center (TACOM-ARDEC), Attn: AMSTA-AR-WEP, Picatinny Arsenal, NJ 07806-5000. For multi-year contracts, the contractor shall re-perform POP testing at a certified test laboratory if: (a) the initial POP test report expires before the end of the contract or (b) there is a change in container manufacturer or design of the exterior shipping container. No re-test is needed if all packaging is purchased while under an unexpired POP test."

"Wood Packaging Materials - The following applies if heat-treatment of wood is specified in the contract: All non-manufactured wood used in packaging or unitization shall be heat treated to a core temperature of 56 degrees Celsius for a minimum of 30 minutes. The box, wood packaging and pallet manufacturers shall be affiliated with an inspection agency accredited by the Board of Review of the American Lumber Standard Committee. An international source of wood must be accredited by an international certification authority recognized by the U.S. Department of Agriculture. Each box shall be marked to show the conformance to the International Plant Protection Convention Standard. Boxes and any wood used as inner packaging made of non-manufactured wood shall be heat treated. The quality mark shall be placed on both ends of the outer packaging (between the end cleats or battens if applicable). Quality marks for pallets shall be placed on two opposite end posts. Quality mark for wood unitization components shall be placed on two opposite sides."

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 7 of 34
---------------------------	--	----------------------------

Name of Offeror or Contractor:

4. The following paragraph specifies Recycle Content Requirements for selected packaging materials:
 "The Comprehensive Procurement Guideline (CPG) requirements shall be included in this contract. The CPG program includes a listing of EPA Categories and Designated Items that must contain specified amounts of recovered/recycled materials. Detailed and updated information pertaining to the CPG program can be found at <<http://www.epa.gov/cpg>>. Packaging materials must either meet or exceed the CPG unless otherwise specified."

5. The following paragraph specifies 2-D Bar Coding:

"2-D Bar Coding - A new dimensional bar coding requirement is included in this solicitation. Given the fact that this is a new requirement, it is expected that further questions/issues may arise. Points of contact for further information and assistance in regards to this process, hardware requirements, software requirements and all other general questions is the DoD Logistics Automotive Identification Technology (AIT) Office, Ft. Belvoir, VA, Email LOAI-LS
hqda.army.mil or Fax (703) 805-4959."

GFM/GFE: DRAWING NO.
 N/A

MYLARS REQUIRED (Check one): Y or X N

(End of statement of work)

(CS6100)

C-2	52.248-4502	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
	LOCAL		

The contractor may submit Engineering Change Proposals (ECPs), Value Engineering Change Proposals (VECPs) (Code V shall be assigned to an engineering change that will effect a net life cycle cost), including Notices of Revision (NORs), and Requests for Deviation (RFDs) for the documents in the Technical Data Package (TDP). The contractor shall prepare these documents in accordance with the Data Item Descriptions cited in block 04 on the enclosed DD Form 1423, Contract Data Requirements List.

Contractor ECPs/VECPs shall describe and justify all proposed changes and shall include NORs completely defining the changes to be made. Contractors may also submit RFDs, which define a temporary departure from the TDP or other baseline documentation under Government control. The contractor shall not deliver any units incorporating any change/deviation to Government documentation until notified by the Government that the change/deviation has been approved and the change/deviation has been incorporated in the contract.

If the Government receives the same or substantially the same VECs from two or more contractors, the contractor whose VEC is received first will be entitled to share with the Government in all instant, concurrent, future, and collateral savings.

Duplicate VECs, which are received subsequently, will be returned to the contractor(s) without formal evaluation, regardless of whether or not the first VEC has been approved and accepted by the Government.

(End of clause)

(CS7600)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
D-1	52.211-4508 LOCAL	PACKAGING REQUIREMENTS	JUL/1997
020b06040202020204Packaging shall be in accordance with ASTM revision M, dated 1999, paragraph 9 applies. Wirebound pallet boxes shall be shipped knocked down and bundled. Like items, i.e., tops, sides, and pallet bases, shall be nested and bundled together to occupy a minimum amount of space. When practicable, top and sides may be unitized on one of the pallet bases of the box specified. The number of units per bundle shall be at the manufacturer's option to most effectively utilize space, provide for mechanical handling, and comply with the regulations applicable to the mode of transportation. When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.			

Marking shall be in accordance with ASTM D 3951, Rev 98, dated 10 Nov 98. Marking shall not be applied directly to the item. A tag or label may be used.

EXCEPTION: Heat treat requirement and heat treat quality marking of non-manufactured wood apply to this procurement. See Section C, Engineering Exceptions, para 3, "Wood Packaging Materials".

Engineering Exception found on Section C, para 3, pertaining to "Performance Oriented Packaging", does not apply to this procurement.

Engineering Exception found on Section C, para 5, pertaining to "2-D Bar Coding" does not apply to this procurement.

(End of clause)

(DS6303)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 9 of 34
---------------------------	--	----------------------------

Name of Offeror or Contractor:

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE	AUG/1996
E-2	52.246-2	INSPECTION OF SUPPLIES-FIXED-PRICE (AUG 1996) - ALTERNATE I	JUL/1995
E-3	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-4	52.209-4512 LOCAL	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994

a. The first article shall consist of:

Inspections shall be performed on the following components and shall meet the requirements of drawing 9278402:

- Sides and Ends - 5 ea.
- Cover - 5 ea.
- Loose piece - 5 ea.
- Base - 5 ea.

Reviewing Office:

HQ, Joint Munitions Command
ATTN: SFSJM-CDA/Angelo Almeida
Rock Issland, IL. 61299-6000

which shall be examined and tested in accordance with contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

- (1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.
- (2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.
- (3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.
- (4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 10 of 34
---------------------------	--	----------------------

Name of Offeror or Contractor:

First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to -2- .

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of clause)

(ES6031)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 11 of 34
---------------------------	--	----------------------

Name of Offeror or Contractor:

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-15	STOP-WORK ORDER	AUG/1989
F-2	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-3	52.247-29	F.O.B. ORIGIN	JUN/1988
F-4	52.247-58	LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS	APR/1984
F-5	52.247-59	F.O.B. ORIGIN - CARLOAD AND TRUCKLOAD SHIPMENTS	APR/1984
F-6	52.247-33	F.O.B. ORIGIN, WITH DIFFERENTIALS	JUN/1988

(c)(4) Offeror's differentials in cents for each 100 pounds for optional mode of transportation, types of vehicle, transportation within a mode, or place of delivery, specified by the Government at the time of shipment and not included in the f.o.b. origin price indicated in the Schedule by the offeror, are as follows:

_____(carload, truckload, less-load,
_____(wharf, flatcar, driveaway, etc.)

(End of clause)

(FF8005)

F-7	52.247-60	GUARANTEED SHIPPING CHARACTERISTICS	DEC/1989
-----	-----------	-------------------------------------	----------

(a) The offeror is requested to complete subparagraph (a)(1) of this clause for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in subparagraph (a)(1) of this clause to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping cost, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

(i) Type of container: Wood Box _____, Fiber Box _____, Barrel _____, Reels _____, Drums _____,

Other (specify) _____

(ii) Shipping Configuration: Knocked-down _____, Set-up _____, Nested _____, Other (specify) _____

(iii) Size of container: _____ (length), _____ x _____ (width), _____ x _____ (height), _____ Cubic Ft;

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W52P1J-04-R-0186 MOD/AMD</p>	<p align="center">Page 12 of 34</p>
---	--	--

Name of Offeror or Contractor:

- (iv) Number of items per container: _____ Each;
- (v) Gross Weight of container and contents _____ Lbs;
- (vi) Palletized/skidded ___-1-___ Yes ___-2-___ No,
- (vii) Number of containers per pallet/skid _____ ;
- (viii) Weight of empty pallet bottom/skid and sides _____ Lbs;
- (ix) Size of pallet/skid and contents _____ Lbs Cube ; _____
- (x) Number of containers or pallets/skids per railcar _____ *
- Size of railcar _____
- Type of railcar _____
- (xi) Number of containers or pallets/skids per trailer _____ *
- Size of trailer _____ Ft
- Type of trailer _____

*Number of complete units (contract line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation _____ ;
- (ii) Tender/Tariff _____ ;
- (iii) Item _____ .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

(FF6012)

F-8	52.247-4504	TRANSPORTATION SECURITY REQUIREMENTS FOR CONTRACTOR-TO-CONTRACTOR	MAR/2004
	LOCAL	SHIPMENTS	

(a) Supplies procured or furnished under this contract/subcontract, which are shipped between two or more contractors, and which are qualified as sensitive in accordance with DoD 5100.76-M (Physical Security of Sensitive Conventional Arms, Ammunition, and Explosives), or are shipped as DOT Class A or B Explosives, require special Transportation Protective Service (TPS) during shipment from all points of origin to all destinations. TPS will be equivalent to the DoD security standard for the applicable sensitive category or explosive class identified under DoD 4500.9R, Defense Transportation Regulation, parts II and III, as added to or amended by applicable military service policies in accordance with guidance provided by Defense Logistics Agency (DLA)/Defense Contract Management Agency (DCMA).

(b) Shipper's Defense Contract Management Agency (DCMA) transportation offices will furnish assistance in providing the sensitive category of items to be shipped, determining the TPS required, and obtaining the TPS from commercial carriers as necessary.

(c) This clause must be entered in all contracts/subcontracts at any tier.

(End of clause)

(FS7115)

F-9	52.247-4531	COGNIZANT TRANSPORTATION OFFICER	MAY/1993
-----	-------------	----------------------------------	----------

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W52P1J-04-R-0186 MOD/AMD</p>	<p align="center">Page 13 of 34</p>
---	--	--

Name of Offeror or Contractor:

LOCAL

(a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:

(1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;

(2) Obtain shipping instructions as necessary for F.O.B. Destination delivery, and

(3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.

(4) For FMS, at least ten days in advance of actual shipping date the contractor should request verification of "Ship to" and "Notification" address from the appropriate DCMAO.

(b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.

(c) The contractor shall not ship directly to a military air or water port terminal without authorization by the designated point of contact.

(End of clause)

(FS7240)

F-10 47.305-15(B) SPECIAL TRANSPORT/LOADING REQUIREMENTS (NON-HAZARDOUS) FEB/1996
LOCAL

(a) In addition to the requirements set forth under General Provision, "Loading, Blocking and Bracing of Freight car Shipments," rail shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of Uniform Freight Classification, Association of American Railroads Pamphlet No. 14, Circular 42G and Rules Governing Loading of Commodities on Open Top Cars, as applicable. The Uniform Freight Classification may be procured from the regulatory classification agent covering territory from which shipment will be made or the Association of American Railroads, 1920 L Street, Washington, D.C. 20036. General information applicable to rail loading, blocking and bracing of the item may be secured from the Contracting Officer or the Defense Contract Management Agency (DCMA).

(b) Truck shipments will be loaded, blocked and braced in accordance with rules and methods contained in the current editions of National Motor Freight Classification and American Trucking Association, Inc., as applicable and effective at the time of shipment. These publications may be procured from the American Trucking Association, Inc., Tariff Order Section, 1616 P Str., Washington, D.C. 20036. General information applicable to motor loading, blocking and bracing of this item may be secured from the Contracting Officer or the DCMA.

(c) TOFC "Piggyback" shipments will be loaded, blocked and braced in accordance with AAR Circular No. 43: copies may be obtained from addresses given in para (a) above. "General information applicable to blocking and bracing for TOFC shipments may be obtained from the Contracting Officer or the DCMA.

(d) Except as the carrier(s) may be liable, the contractor shall be liable to the Government for any loss or damage resulting from improper loading and/or furnishing and installing dunnage material by the contractor for shipments to be made under this contract.

(End of clause)

(FS7052)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 14 of 34
---------------------------	--	----------------------

Name of Offeror or Contractor:

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	52.242-4506 OSC	PROGRESS PAYMENT LIMITATION	MAR/1988

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed -1- percent (10 %) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-2	246.671 LOCAL	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995
-----	---------------	---	----------

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

HQ, Army Field Support Command
ATTN: AMSFS-CCA-R/Mitzi Wagner
Rock Island, IL. 61299-6000

2. Production Management

HQ, Joint Munitions Command
ATTN: SFSJM-CDA/Ann Weeks
Rock Island, IL. 61299-6000

(End of clause)

(HA6025)

H-3	242-1107(B) LOCAL	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS OF DELAYS IN DELIVERY	JUN/1996
-----	----------------------	---	----------

a. Production Progress Report (DD Form 375) and Production Progress Report Continuation (DD Form 375c) shall be prepared in accordance with instructions thereon. These forms shall be submitted as required for each separate contract item (identified by noun description not by line item number). The remarks section will provide process-oriented information where relevant to the delay.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 15 of 34
---------------------------	--	----------------------

Name of Offeror or Contractor:

b. The contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. In addition, the form(s) shall be submitted on a monthly basis within 2 work days after each reporting period, beginning with the end of the first full month following the initial report submission and continuing until contract completion/termination. The forms shall be distributed as follows:

<u>ACTIVITY</u>	<u>ADDRESS</u>	<u>NO. OF COPIES</u>
Purchasing Office (PCO)	See Award document.	1
Administration Office (ACO)		3
Production Manager	See Clause HS6025	1

(End of clause)

(HS6028)

H-4	252.247-7023 DFARS	TRANSPORTATION OF SUPPLIES BY SEA	MAY/2002
-----	-----------------------	-----------------------------------	----------

(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
---------------------	------------------------	----------

TOTAL

(End of Clause)

(HA7502)

H-5	252.247-7024 DFARS	NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA	NOV/1995
-----	-----------------------	---	----------

(End of clause)

(HA7503)

H-6	52.247-4545 OSC	PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION	MAY/1993
-----	--------------------	--	----------

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding///// ☐ YES ☐ NO

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 16 of 34
---------------------------	---	----------------------

Name of Offeror or Contractor:

If YES, give name of rail carrier serving it: _____

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: _____

Serving Carrier: _____

(End of Clause)

(HS7600)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 17 of 34
--------------------	---	---------------

Name of Offeror or Contractor:

SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/2003
I-8	52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-9	52.204-7	CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-14	52.215-14	INTEGRITY OF UNIT PRICES	OCT/1997
I-15	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUN/2003
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	MAY/2004
I-17	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-18	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	JAN/2004
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-21	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-23	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-25	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	APR/2003
I-26	52.232-1	PAYMENTS	APR/1984
I-27	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	FEB/2002
I-28	52.232-11	EXTRAS	APR/1984
I-29	52.232-16	PROGRESS PAYMENTS (APR 2003) - ALTERNATE I	MAR/2000
I-30	52.232-17	INTEREST	JUN/1996
I-31	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-32	52.232-25	PROMPT PAYMENT	OCT/2003
I-33	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION	OCT/2003
I-34	52.233-1	DISPUTES	JUL/2002
I-35	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-36	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-37	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUN/2003
I-38	52.242-13	BANKRUPTCY	JUL/1995
I-39	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-40	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-41	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JUN/2003
I-42	52.249-1	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (SHORT FORM)	APR/1984
I-43	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-44	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-45	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-46	252.204-7003 DFARS	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
I-47	252.204-7004 DFARS	REQUIRED CENTRAL CONTRACTOR REGISTRATION	NOV/2003
I-48	252.209-7000 DFARS	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-49	252.219-7005 DFARS	NOTICE OF SMALL BUSINESS SET-ASIDE (JUN 2003) - ALTERNATE A	DEC/2003

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 18 of 34
---------------------------	--	----------------------

Name of Offeror or Contractor:

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-50	252.231-7000 DFARS	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-51	252.232-7004 DFARS	DOD PROGRESS PAYMENT RATES	OCT/2001
I-52	252.242-7000 DFARS	POSTAWARD CONFERENCE	DEC/1991
I-53	252.243-7001 DFARS	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-54	252.246-7000 DFARS	MATERIAL INSPECTION AND RECEIVING REPORT	MAR/2003
I-55	52.248-1	VALUE ENGINEERING	FEB/2000

(m) Data. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract _-1-___, shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

If a VECP is accepted, the Contractor hereby grants the Government unlimited rights in the VECP and supporting data, except that, with respect to data qualifying and submitted as limited rights technical data, the Government shall have the rights specified in the contract modification implementing the VECP and shall appropriately mark the data. (The terms "unlimited rights" and "limited rights" are defined in Part 27 of the Federal Acquisition Regulation.)

(End of clause)

(IF8400)

I-56	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989
------	----------	---	----------

a. This solicitation includes an evaluated option (See Section M).

b. The Government reserves the right to increase the quantity of item(s) 0001 by a quantity of up to and including but not exceeding 200 percent for FY04, FY05 and FY06 as an evaluated option at the price(s) quoted below.

c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, except F.O.B. origin transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 30 Sep of any fiscal year by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
Evaluated Option	
(F.O.B. Origin)	\$_____ CLIN
	\$_____ CLIN

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The

<p style="text-align: center;">CONTINUATION SHEET</p>	<p style="text-align: center;">Reference No. of Document Being Continued</p> <p style="text-align: center;">PIIN/SIIN W52P1J-04-R-0186 MOD/AMD</p>	<p style="text-align: center;">Page 19 of 34</p>
--	--	---

Name of Offeror or Contractor:

option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-57 52.243-7 NOTIFICATION OF CHANGES APR/1984

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer. "Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this paragraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within _____ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state-

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including-
 - (i) What contract line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within _____ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either-

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under paragraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made-
 - (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.
- (2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 20 of 34
--------------------	---	---------------

Name of Offeror or Contractor:

Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

Note: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

(IF6250)

I-58 52.246-17 WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE JUN/2003

(b) Contractor's obligations.

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 1095 days after delivery-

(c) Remedies available to the Government.

(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect.

(End of clause)

(IF6070)

I-59 52.209-3 FIRST ARTICLE APPROVAL - CONTRACTOR TESTING SEP/1989

(a) The Contractor shall test * unit(s) of Lot/Item * as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within ** calendar days from the date of this contract to * marked "FIRST ARTICLE TEST REPORT: Contract No.____,Lot/Item No.____." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days (instead of 30) when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

* (See instructions regarding submission of First Article clause)

** (See Schedule B)

(End of Clause)

(IF7018)

I-60 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES APR/1984

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 21 of 34
Name of Offeror or Contractor:		

(End of clause)

(IF7016)

I-61 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS FEB/2003
DFARS

(a) Definition. SPI process, as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in Excel format at <http://www.dcm.mil/onebook/7.0/7.2./7.2.6/reports/modified.xls>.

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
- (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
- (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-62 52.201-4500 AUTHORITY OF GOVERNMENT REPRESENTATIVE FEB/1993
OSC
AUTHORITY OF GOVERNMENT REPRESENTATIVE
52.201-4500 OSC (FEB 1993)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 22 of 34
---------------------------	---	----------------------

Name of Offeror or Contractor:

The Contractor is advised that contract changes, such as engineering changes, will be authorized only by the Contracting Officer or his representative in accordance with the terms of the contract. No other Government representative, whether in the act of technical supervision or administration, is authorized to make any commitment to the Contractor or to instruct the Contractor to perform or terminate any work, or to incur any obligation. Project Engineers, Technical Supervisors and other groups are not authorized to make or otherwise direct changes which in any way affect the contractual relationship of the Government and the Contractor.

(End of clause)

(IS7025)

SECTION J - LIST OF ATTACHMENTS

List of Addenda	Title	Date	Number of Pages	Transmitted By
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)		003	DATA
Attachment 001	TECHNICAL DATA PACKAGE (TDP)			ELECTRONIC IMAGE
Attachment 002	ADDRESS LIST		001	DATA
Attachment 003	DOCUMENT SUMMARY LIST		001	DATA
Attachment 004	ADDRESS CODE DISTRIBUTION		001	DATA
Attachment 005	INSTRUCTIONS FOR COMPLETING DD1423		001	DATA
Attachment 006	GUIDANCE ON DOCUMENTATION (CDRL)		002	DATA
Attachment 007	DATA DELIVERY DESCRIPTION - ECP		009	DATA
Attachment 008	DATA DELIVERY DESCRIPTION - NOR		002	DATA
Attachment 009	DATA DELIVERY DESCRIPTION - RFD		004	DATA
Attachment 010	IOC FORM 715-3 DEFENSE PRIORITIES AND ALLOCATIONS			
Attachment 011	SF LLL DISCLOSURE OF LOBBYING ACTIVITIES			

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W52P1J-04-R-0186 MOD/AMD</p>	<p align="center">Page 24 of 34</p>
---	--	--

Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985
(a) The offeror certifies that-			

- (1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-
- (i) Those prices;
 - (ii) The intention to submit an offer; or
 - (iii) The methods or factors used to calculate the prices offered.
- (2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.
- (b) Each signature on the offer is considered to be a certification by the signatory that the signatory-
- (1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; or
 - (2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to paragraphs (a)(1) through (a)(3) of this provision _____ [insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization];
 - (ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) of this provision have not participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision; and
 - (iii) As an agent, has not personally participated, and will not participate, in any action contrary to paragraphs (a)(1) through (a)(3) of this provision.
- (c) If the offeror deletes or modifies paragraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of provision)

(KF6065)

K-4	52.204-5	WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS)	MAY/1999
-----	----------	--	----------

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W52P1J-04-R-0186 MOD/AMD</p>	<p align="right">Page 25 of 34</p>
---	--	---

Name of Offeror or Contractor:

(a) Definition. "Women-owned business concern," as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. [Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.] The offeror represents that it o is a women-owned business concern.

(End of provision)

(KF6022)

K-5	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	DEC/2001
-----	----------	--	----------

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are o are not o presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have o have not o, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are o are not o presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(ii) The Offeror has o has not o, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

(KF6033)

K-6	52.215-6	PLACE OF PERFORMANCE	OCT/1997
-----	----------	----------------------	----------

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, o intends, o does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W52P1J-04-R-0186 MOD/AMD</p>	<p align="right">Page 26 of 34</p>
---	--	---

Name of Offeror or Contractor:

required information:

PLACE OF PERFORMANCE
(STREET ADDRESS, CITY
STATE, COUNTY, ZIP-CODE)

NAME AND ADDRESS OF OWNER
AND OPERATOR OF THE PLANT
OR FACILITY IF OTHER THAN
OFFEROR OR RESPONDENT

(End of provision)

(KF6035)

K-7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS MAY/2004

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is -1- (insert NAICS code).

(2) The small business size standard is -2-(insert size standard).

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations.

(1) The offeror represents as part of its offer that it ___is, ___is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it ___is, ___is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it ___is, ___is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, is not a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that-

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: .] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision-

"Service-disabled veteran-owned small business concern"-

(1) Means a small business concern-

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern-

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 27 of 34
--------------------	---	---------------

Name of Offeror or Contractor:

publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and
 (2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern-

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

- (d) Notice.
 - (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
 - (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall0
 - (i) Be punished by imposition of fine, imprisonment, or both;
 - (ii) Be subject to administrative remedies, including suspension and debarment; and
 - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

(KF6003)

K-8 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2004) - ALTERNATE I APR/2002
 (7) [Complete if offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.] the offeror shall check the category in which its ownership falls:

- Black American
- Hispanic American
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lank, Bhutan, the Maldives Islands, or Nepal).

individual/concern, other than one of the preceding.

(KF6004)

K-9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS FEB/1999
 The offeror represents that -

- (a) It () has, () has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It () has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF6019)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 28 of 34
---------------------------	--	----------------------

Name of Offeror or Contractor:

K-10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE AUG/1984
The offeror represents that (a) it

() has developed and has on file,
() has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

() has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF6020)

K-11 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING AUG/2003
(a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.

(b) By signing this offer, the offeror certifies that-

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: [Check each block that is applicable.]

- [] (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;
- [] (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
- [] (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
- [] (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:
- (A) Major group code 10 (except 1011, 1081, and 1094.
 - (B) Major group code 12 (except 1241).
 - (C) Major group codes 20 through 39.
 - (D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).
 - (E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), or 5169, or 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or
- [] (v) The facility is not located in the United States or its outlying areas..

(End of provision)

(KF6083)

K-12 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY OR MINORITY INSTITUTION MAY/2001
REPRESENTATION
(a) Definitions. As used in this provision-

"Historically black college or university" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 29 of 34
	PIIN/SIIN W52P1J-04-R-0186	MOD/AMD	

Name of Offeror or Contractor:

term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1067k, including a Hispanic-serving institution of higher education, as defined in Section 316(b)(1) of the Act (20 U.S.C. 1101a)).

(b) Representation. The offeror represents that it-

- o is o is not a historically black college or university;
- o is o is not a minority institution.

(End of provision)

(KF6023)

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 30 of 34
	PIIN/SIIN W52P1J-04-R-0186	MOD/AMD	

Name of Offeror or Contractor:

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	OCT/2003
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/2003
L-3	52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE	APR/1991
L-4	52.215-1	INSTRUCTIONS TO OFFERORS-COMPETITIVE ACQUISITIONS	JAN/2004
L-5	52.222-38	COMPLIANCE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
L-6	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-7	52.247-46	SHIPPING POINT(S) USED IN EVALUATION OF F.O.B. ORIGIN OFFERS	APR/1984
L-8	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE REPORTING	AUG/1999
L-9	252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	APR/2003
L-10	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DOA6 rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of provision)

(LF6019)

L-11	52.216-1	TYPE OF CONTRACT	APR/1984
The Government contemplates award of a Firm Fixed Price contract resulting from this solicitation.			

(End of provision)

(LF6008)

L-12	252.217-7026 DFARS	IDENTIFICATION OF SOURCES OF SUPPLY	NOV/1995
------	-----------------------	-------------------------------------	----------

(a) The Government is required under 10 U.S.C. 2384 to obtain certain information on the actual manufacturer or sources of supplies it acquires.

(b) The apparently successful Offeror agrees to complete and submit the following table before award:

TABLE

Line	National	Commercial	Source of Supply		Part No.	Actual
	Stock	Item	Company	Address		
g?	Number	(Y or N)				Mf
	Items					

CONTINUATION SHEET	Reference No. of Document Being Continued		Page 31 of 34
	PIIN/SIIN	MOD/AMD	

Name of Offeror or Contractor:

(1)	(2)	(3)	(4)	(4)	(5)
-----	-----	-----	-----	-----	-----

(6)

- (1) List each deliverable item of supply and item of technical data.
- (2) If there is no national stock number, list none.
- (3) Use Y if the item is a commercial item; otherwise use N. If Y is listed, the Offeror need not complete the remaining columns in the table.
- (4) For items of supply, list all sources. For technical data, list the source.
- (5) For items of supply, list each source's part number for the item.
- (6) Use Y if the source of supply is the actual manufacturer; N if it is not; and U if unknown.

(c) An original and one copy of the information required above shall be provided to the Contracting Officer at the address set forth in Section G, or block 7 of the SF33 (or in block 6 of the DD Form 1155).

(d) In the event that additional sources of supply are identified and utilized after the submittal required by paragraph (b) above, the Contractor will provide the required information for each additional source of supply not later than the date of final delivery of the applicable Contract Line Item.

(End of provision)

(LA6705)

L-13 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS APR/1984

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

(End of provision)

(LF7015)

L-14 AMC AMC-LEVEL PROTEST PROGRAM DEC/2000

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with the General Accounting Office (GAO) or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed within the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command
Office of Command Counsel ATTN: AMCCC-PL
5001 Eisenhower Avenue
Alexandria, VA 22333-0001
Facsimile number (703) 617-4999/5680
Voice Number (703) 617-8176

The AMC-level protest procedures are found at:
<http://amc.army.mil/amc/cc/protest.html>

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-level Protest Procedures.

(End of provision)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 32 of 34
Name of Offeror or Contractor:		

(LM7010)

L-15 52.212-4501 ELECTRONIC AWARD NOTICE APR/2001
OSC

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website, <http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/or> the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS:

-1-

(End of provision)

(LS7100)

L-16 52.214-7 LOCAL HAND-DELIVERED BIDS, QUOTES, OR PROPOSALS MAR/2004

Should you elect to hand-deliver your bid, quote, or proposal, you must first obtain a security badge/registration. Normally you obtain(ed) this security pass at the Visitor Control Center (Building 23) whose hours of operation are from 6:00 a.m. until 2:30 p.m. CT and which is/was accessible via the Moline entrance gate only. Beginning on April 5, 2004, major reconfiguration of the Arsenal entrance at the Moline side of the island will commence, reducing access. The Visitor Center, currently in Building 23, will move on that date (05 April 2004) into temporary accommodations on the north side of the Clock Tower building in the Clock Tower parking lot. You now can ONLY access this Visitor Control Center from the Davenport gate. Their hours will remain the same, that is, from 6:00 a.m. until 2:30 p.m. CT. You must inform the Visitor Control Center attendant to call the POC identified in Block 10 of the SF33. If the POC is not reached, then the Visitor Control Center attendant should call local number 782-6895 to reach an alternate POC. If you use a delivery service, it is your responsibility to ensure that you provide these instructions to that service.

If you have a delivery later than 2:30 p.m. CT, advise the carrier to have the Police Officer at the Davenport entrance gate call the aforementioned POC identified in Block 10 of the SF33 so a visitor decal can be issued to enter the Arsenal. This POC can then meet the carrier outside his or her building. If the carrier needs to enter the building, he or she is to come to Police headquarters, Building 225, to be issued a badge as a badge cannot be issued out at the gate after 2:30 p.m. CT.

In the event this solicitation is an Invitation for Bids, reference FAR 52.214-7, "Late Submissions, Modifications, and Withdrawal of Bids" (Nov 1999). Conversely, if this solicitation is either a Request for Quotations or Request for Proposals, reference FAR 52.215-1, "Instructions to Offerors - Competitive Acquisitions."

(End of provision)

(LS7003)

L-17 52.222-1100 10 U.S.C. 4543 PILOT PROGRAM FEB/2003
LOCAL

Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three

<p align="center">CONTINUATION SHEET</p>	<p align="center">Reference No. of Document Being Continued</p> <p align="center">PIIN/SIIN W52P1J-04-R-0186 MOD/AMD</p>	<p align="center">Page 33 of 34</p>
---	--	--

Name of Offeror or Contractor:

Army Industrial facilities" to sell manufactured articles and services in support of DoD weapons systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK; Rock Island Arsenal, Rock Island, IL; and Watervliet Arsenal, Watervliet, NY.

Theses facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant
Mr. Paul McDaniel, Attn: JMCMC-MO
McAlester, Oklahoma 74501-9002
(918) 420-6452
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal
Mr. William Peiffer, Attn: SOSRI-AP
Rock Island, Illinois 61299-5000
(309) 782-5178/4479
peifferw@ria.army.mil

Watervliet Arsenal
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP
Watervliet, New York 12189-4050
(518) 266-5052
emccarthy@wva.army.mil

(End of clause)

(LS7010)

L-18 15.503 LOCAL DISCLOSURE OF UNIT PRICES FEB/2004

Unless the offeror notifies the contracting officer, prior to submission of its initial proposal, of an objection to disclosure of its unit price, it is the Government's intent to publicly release (which would include, but is not limited to, a public award synopsis, contractor debrief, procurement history web posting, or Freedom of Information Act (FOIA) request) the unit price(s) stated in the contract awarded under this solicitation. Any objection must be submitted in writing, providing a detailed explanation of how release of the awarded unit price would result in a substantial competitive harm to the contractor. Objections will be reviewed to determine whether harm has been substantiated. Failure to timely notify the contracting officer waives any objection to disclosure of the unit price. A "unit price" is defined as the specified amount to be paid by the Government for the goods or services stated per unit, contract line item, or separately identified contract deliverable. The term "unit price" does not include any information on how the unit price was determined. This constitutes notification pursuant to Executive Order 12600.

(End of provision)

(LS7001)

CONTINUATION SHEET	Reference No. of Document Being Continued PIIN/SIIN W52P1J-04-R-0186 MOD/AMD	Page 34 of 34
Name of Offeror or Contractor:		

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	52.247-47	EVALUATION-F.O.B. ORIGIN	JUN/2003
M-3	52.247-49	DESTINATION UNKNOWN	APR/1984

For the purpose of evaluating offers and for no other purpose, the final destination(s) for the supplies will be considered to be as follows:

(End of provision)

(MF6007)

M-4	47.305-12	TRANSPORTATION EVALUATION	JAN/1995
-----	-----------	---------------------------	----------

(b) Tentative freight classification description for contract shipments is furnished below for information only. The Government will use this information as well as other information available at the time of evaluation to determine the classification most appropriate and advantageous to the Government. Shipments will be made in conformity with the freight classification description specified in the shipping instructions of the Contracting Officer or his representative.

Boxes, Ammunition (NMFC: 28960/UFC: 14580)

(c) Evaluation will establish the transportation cost per unit of supplies for distribution of supplies from each procurement source to one or more of the destinations listed below as may be determined to be most advantageous to the Government based on consideration of the total number of awards contemplated.

For evaluation purposes only, the tentative destination is unknown.

Hawthorne Army Ammunition Plant; Motor; Hawthorne, NV--tentative
Hawthorne Army Ammunition Plant; Rail; Thorne, NV--tentative

(d) Evaluation will include the quantities and sources of government furnished material listed below.

None

(End of Provision)

(MF6020)